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May 21, 2013

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 May 21, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



BOARD OF SUPERVISORS

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO TERMINATE FOR CONVENIENCE HIV MOBILE TESTING UNIT SERVICES CONTRACT NUMBER PH-000826 WITH THE LOS ANGELES GAY AND LESBIAN COMMUNITY SERVICES CENTER AND TO AMEND HIV TESTING SERVICES CONTRACT NUMBER PH-000821 WITH THE LOS ANGELES GAY AND LESBIAN COMMUNITY SERVICES CENTER EFFECTIVE JULY 1, 2013 THROUGH DECEMBER 31, 2013

SUBJECT

Request approval to terminate for convenience a Mobile Testing Unit contract and amend a HIV Testing Services contract with The Los Angeles Gay and Lesbian Community Services Center for the provision of HIV testing services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to terminate for convenience Contract Number PH-000826 with the Los Angeles Gay and Lesbian Center (LAGLC) for the provision of HIV Mobile Testing Unit (MTU) services, upon issuing a 30 calendar day advance written notice, subject to review and approval by County Counsel.
2. Authorize and instruct the Director of DPH, or his designee, to execute Amendment Number 2 to Contract Number PH-000821 with LAGLC, substantially similar to Exhibit I, to increase the annual maximum obligation by \$130,300 from \$220,000 to \$350,300, effective July 1, 2013 through December 31, 2013, for HIV Testing Services (HTS); 100 percent offset by the Centers for Disease Control and Prevention (CDC) funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to accept LAGLC's request and terminate for convenience LAGLC's MTU contract, upon issuing a 30 calendar day advance written notice. Since July 1, 2009, under County Contract Number PH-000826, LAGLC has provided HTS in Service Planning Areas (SPA) 4 and 6 via a MTU. In June 2011, the MTU was severely damaged and DPH authorized the redirection of MTU clients to "The SPOT" and other LAGLC storefront locations, pending evaluation and possible replacement of the MTU. In July 2012, LAGLC's insurance company and legal counsel determined that the MTU was irreparable. In March 2013, DPH received a settlement for the loss of the vehicle which was forwarded to the CDC as it had funded the purchase of the vehicle.

Approval of Recommendation 2 will allow DPH to amend HTS Contract Number PH-000821 with LAGLC to increase the annual maximum obligation to enable LAGLC to provide HTS to additional clients at its primary storefront location, "The SPOT", located in SPA 4. At "The SPOT", LAGLC provides comprehensive HIV and STD testing and links clients to care and treatment services. The number of clients accessing services at this location has been exceeding expectations, primarily due to LAGLC ceasing MTU services. While your Board has granted delegated authority to DPH to increase the HTS contract's annual base maximum obligation up to 25 percent, effective upon amendment execution or at the beginning of the applicable contract term, this recommendation exceeds that authority. The additional funds will allow LAGLC to hire necessary personnel to expand testing hours, including evening and some weekend availability, to meet the increased demand and mitigate gaps in service in order to better serve the community.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total cost of the recommended contract amendment is \$130,300 for the term of July 1, 2013 through December 31, 2013, fully offset by CDC funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

HTS is a core public health prevention strategy designed to increase and identify the number of persons infected with HIV and other STDs and link them to medical care and treatment. Early detection is a key prevention strategy to reduce the forward transmission of these diseases. Under its current HTS contract, LAGLC is exceeding program measures by recording high HIV and STD positivity rates and achieving high rates of linking clients to HIV care and treatment.

DPH currently funds nine agencies for MTU services provided throughout the County. Of these nine agencies, three (AIDS Healthcare Foundation, Bienestar Human Services Inc. and JWCH Institute, Inc.) will provide MTU services in those areas formerly served by LAGLC's MTU. These services will cover any service gap in SPA 6 resulting from the termination of LAGLC's MTU contract.

Contract Number PH-000826 with LAGLC for the provision of MTU services includes a provision for termination for convenience, upon issuing a 30 calendar day advance written notice.

County Counsel has approved Exhibit I as to use.

CONTRACTING PROCESS

Following completion of a solicitation in 2009, on June 16, 2009, your Board approved the execution of 29 contracts for HTS for the period of July 1, 2009 through December 31, 2011. On June 21, 2011, your Board approved streamlining the services and extending the term of the contracts through December 31, 2013, and delegated authority to the Director of DPH, or his designee, to further extend the term of the contracts through June 30, 2014. The two referenced contracts with LAGLC were included in these actions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow for additional HTS at LAGLC's primary storefront location in order to continue to identify undiagnosed infection and to interrupt forward disease transmission.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:fcl
BL#02621

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
COUNSELING AND TESTING PREVENTION SERVICES AGREEMENT**

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**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
COUNSELING AND TESTING PREVENTION SERVICES AGREEMENT**

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2013,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

THE LOS ANGELES GAY AND
LESBIAN COMMUNITY SERVICES
CENTER (DBA: L.A. GAY & LESBIAN
CENTER) (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) COUNSELING AND TESTING PREVENTION SERVICES AGREEMENT", dated July 1, 2009, and further identified as Agreement Number PH-000821, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, County has established Division of HIV and STD Programs (hereafter "DHSP") formerly known as Office of AIDS Programs and Policy (OAPP) under the administrative direction of County's Department of Public Health (hereafter "DPH"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and

WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on July 1, 2013.
2. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as

follows:

“2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit(s) E, E1 and Schedule(s) 8, 8-A, 9, and 9-A, attached hereto and incorporated herein by reference.”

3. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph F, shall be amended to read as follows:

“3. MAXIMUM OBLIGATION OF COUNTY:

F. During the period of January 1, 2013 through December 31, 2013, the maximum obligation of County for all HIV Storefront services provided hereunder shall not exceed Two Hundred Twenty Thousand Dollars (\$220,000).

Effective on July 1, 2013, the maximum obligation of County for all services provided hereunder shall be increased by One Hundred Thirty Thousand, Three Hundred Dollars (\$130,300) as set forth in Schedules 8-A and 9-A, attached hereto and incorporated herein by reference.

These funds support additional HIV counseling and testing services and additional staffing.

Of this amount, Seventy-Eight Thousand, Eight Hundred Twenty-Two Dollars (\$78,822) is allocated to storefront, and Fifty-One Thousand, Four Hundred Seventy-Eight Dollars (\$51,478) is allocated to Pay For Performance (PFP).

The combined maximum obligation of County for all services provided hereunder for the period effective January 1, 2013 through December 31, 2013, shall not exceed Three Hundred Fifty Thousand, Three Hundred Dollars (\$350,300).

Such maximum obligation is comprised of CDC funds. This sum represents the total maximum obligation of County as shown in Schedules 8, 8-A, 9 and 9-A, attached hereto and incorporated herein by reference.”

4. Paragraph 22, COMPENSATION, shall be amended to read as follows:

“22. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 8, 8-A, 9 and 9-A, and the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

5. Effective on the date of this Amendment, Exhibit(s) E1 and E-8a, SCOPE(S)
OF WORK FOR HIV/AIDS COUNSELING, TESTING, AND REFERRAL SERVICES IN

STOREFRONT SERVICES, shall be attached hereto and incorporated herein by reference.

6. Effective on the date of this Amendment, Schedules 8-A and 9-A, BUDGETS FOR HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT SERVICES, shall be attached hereto and incorporated herein by reference.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

THE LOS ANGELES GAY & LESBIAN
COMMUNITY SERVICES CENTER
(DBA: L.A. GAY & LESBIAN CENTER)

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

EXHIBIT E1

HUMAN IMMUNODEFICIENCY VIRUS (HIV) COUNSELING, TESTING, AND REFERRAL
SERVICES IN STOREFRONT

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EXHIBIT E1

L.A. GAY & LESBIAN CENTER

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT
AGREEMENT**

1. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraph F, shall be amended to read as follows:

“4. COUNTY'S MAXIMUM OBLIGATION:

F. During the period of January 1, 2013 through December 31, 2013, the maximum obligation of County for all HIV storefront, counseling, testing, and referral services provided hereunder shall not exceed Two Hundred Twenty Thousand Dollars (\$220,000).

Effective on July 1, 2013, the maximum obligation of County for all services provided hereunder shall be increased by One Hundred Thirty Thousand, Three Hundred Dollars (\$130,300) as set forth in Schedules 8A and 9A, attached hereto and incorporated herein by reference. The increase to the maximum obligation is comprised of CDC, funds to support additional HIV counseling and testing services and additional staffing.

Of this amount, Seventy-Eight Thousand, Eight Hundred Twenty-Two Dollars (\$78,822) is allocated to storefront, and Fifty-One Thousand, Four Hundred Seventy-Eight Dollars (\$51,478) is allocated to (PFP).

The combined maximum obligation of County for all services provided hereunder for the period effective January 1, 2013 through December 31, 2013, shall not exceed Three Hundred Fifty Thousand, Three Hundred Thirty Dollars (\$350,300)."

2. Paragraph 5, COMPENSATION, Subparagraph A, shall be amended to read as follows:

"5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost reimbursement and pay for performance basis not to exceed the maximum as set forth in Schedules 8, 8-A, 9 and 9-A, and as described in the Attachment. Contractor shall be reimbursed according to a DHSP approved model and reimbursement schedule."

3. The first paragraph of Paragraph 7, SERVICES TO BE PROVIDED, shall be amended to read as follows:

"7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide non-rapid or rapid HIV counseling and testing services to persons belonging to the target critical populations, in accordance with procedures formulated and adopted by Contractor's staff, consistent with California law; County, DHSP guidelines, California Department of Public Health Office of AIDS (CDPH-OA) guidelines, federal Centers for Disease Control and Prevention (CDC) guidelines, and the terms of this Agreement. The Director of DHSP shall notify Contractor of any revisions to DHSP policies and procedures,

which shall become part of this Agreement. Risk assessment and disclosure counseling shall follow Los Angeles County guidelines for HIV Prevention Counseling as informed by the CDC and CDPH-OA. All counseling sessions shall take place in a private, face-to-face session in a closed room or area approved by DHSP. DHSP's goal for targeted testing is a 1.03% HIV positivity rate. Contractor shall provide such services as described in Exhibits E, E1, E-8a, Scope(s) of Work, attached hereto and incorporated herein by reference.”

SCHEDULE 8-A

L.A. GAY & LESBIAN CENTER

HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT

	<u>Budget Period</u> July 1, 2013 through <u>December 31, 2013</u>
Salaries	\$ 45,263
Employee Benefits	<u>\$ 12,665</u>
Total Employee Salaries and Benefits	\$ 57,928
Operating Expenses	\$ 14,125
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost	<u>\$ 6,769</u>
TOTAL PROGRAM BUDGET	\$ 78,822

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 9-A

L.A. GAY & LESBIAN CENTER

PAY FOR PERFORMANCE

HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT

Budget Period
July 1, 2013
through
December 31, 2013

Maximum Pay for Performance Obligation \$51,478

During the term of this Agreement, Pay for Performance reimbursements will occur quarterly. Invoices and cost reports must be submitted and will be reimbursed in accordance with pay for performance measures.

EXHIBIT E-8a
SCOPE OF WORK
07/01/13 – 12/31/13

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To provide client-centered HIV Counseling and Testing (HCT) and STD screening to populations at risk in Service Planning Area (SPA) 4 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.0 By 12/31/13, a minimum of 1,250 HIV tests will be conducted.</p>	<p>1.1 Review and revise as needed, Counseling and Testing Services Quality Assurance Plans for each site. Plan should include, but not be limited to, information on client flow, testing process, testing algorithm, partner services plan, and linkage to care, Submit materials to DHSP for approval.</p> <p>1.2 Schedule HCT activities and maintain calendar of sites, dates, and times.</p> <p>1.3 Provide education and skills building including role plays when appropriate. Document topics discussed on data form and submit data to DHSP.</p> <p>1.4 Administer DHSP approved consent form, and medical release form. Complete client logs.</p> <p>1.5 Administer HIV test. Document test results on data forms. Enter data into database. Analyze results and report to DHSP as follows:</p> <ul style="list-style-type: none"> • Form A: For all HIV-negative testers, on a weekly basis. • Form A & B: For all HIV-positive testers, within 72 hours of the testing session. • Form C: Within two weeks of testing session, or as directed by DHSP. 	<p>By 7/30/13</p> <p>7/1/13 and ongoing</p> <p>7/1/13 and ongoing</p> <p>7/1/13 and ongoing</p> <p>7/1/13 and ongoing</p>	<p>1.1 Letter(s) of DHSP approval and related material will be kept on file.</p> <p>1.2 Calendar will be kept on file and submitted with monthly reports to DHSP.</p> <p>1.3 Completed materials will be kept on file and results documented in monthly reports to DHSP.</p> <p>1.4 Completed materials will be kept on file and results documented in monthly reports to DHSP.</p> <p>1.5 Completed materials will be kept on file and results documented in monthly reports to DHSP.</p>

EXHIBIT E-8a
 SCOPE OF WORK
 07/01/13 – 12/31/13

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To provide client-centered HIV Counseling and Testing (HCT) to populations at risk for HIV Infection and transmission in Service Planning Area (SPA) 4 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.0 By 12/31/13, a minimum of 580 clients will be screened for the following STDs per the approved clinic protocol:</p> <ul style="list-style-type: none"> • Gonorrhea, Chlamydia and Syphilis. • STD screening should follow up to date guidelines from Department of Public Health (DPH), the State of California STD Control Branch and the Centers for Disease Control and Prevention. <p>2A.0 By 12/31/13, 80% of men or male to female transgendered individuals reporting receptive anal sex will be screened for rectal gonorrhea and chlamydia.</p> <p>2B.0 By 12/31/13, 100% of chlamydia, gonorrhea, or syphilis will be reported to the Health Department.</p> <p>3.0 By 12/31/13, a minimum of 85% of High Risk-negative, and 95% of HIV positive tested will receive a Disclosure Counseling Session</p>	<p>2.1 Review and revise as needed, the STD testing protocol for screening. The protocol must follow local, state and federal STD testing guidelines and recommendations. Submit to DHSP for approval.</p> <p>2.2 Provide STD screenings and education services.</p> <p>2.3 Collect data from testing and submit reports to DHSP that include, but are not limited to, test performed, disclosure information, treatment referral information, demographic information.</p> <p>2A.1 Administer rectal and gonorrhea screenings.</p> <p>2B.1 Submit care report on appropriate form (i.e. Confidential Morbidity Report form for hepatitis and DHSP forms for HIV and STDs)</p> <p>2B.2 Conduct disease reporting to proper local Health Department agency within the mandated time period as follows: <ul style="list-style-type: none"> • Within 1 working day of identification for syphilis. • Within 7 calendar days from the time of identification for chlamydia, gonorrhea, and syphilis. </p> <p>3.1 Conduct Disclosure Counseling Session. Document topics discussed. Send data to DHSP.</p>	<p>By 7/30/13 and ongoing</p> <p>7/01/13 and ongoing</p> <p>7/1/13 and ongoing</p> <p>7/1/13 and ongoing</p> <p>7/01/13 and ongoing</p> <p>7/1/13 and ongoing</p> <p>7/1/13 and ongoing</p>	<p>2.1 Letter(s) of DHSP approval and related materials will be kept on file.</p> <p>2.2 Documents will be kept on file and results documented in monthly reports to DHSP.</p> <p>2.3 Documents will be kept on file and results documented in monthly reports to DHSP.</p> <p>2A.1 Documents will be kept on file and results documented in monthly reports to DHSP.</p> <p>2B.1 Documents will be kept on file and results documented in monthly reports to DHSP.</p> <p>2B.2 Documents will be kept on file and results documented in monthly reports to DHSP.</p> <p>3.1 Documents will be kept on file and results documented in monthly reports to DHSP.</p>

EXHIBIT E-8a
SCOPE OF WORK
 07/01/13 – 12/31/13

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To provide client-centered HIV Counseling and Testing (HCT) to populations at risk for HIV Infection and transmission in Service Planning Area (SPA) 4 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>4.0 By 12/31/13, a minimum of 85% of those testing HIV positive will be linked to medical care.</p> <ul style="list-style-type: none"> • A Linkage to care is the direction of an HIV-positive client to medical care. For all clients identified as HIV-positive, Contractor shall complete a medical care referral within 72 hours of diagnosis, but not longer than ninety (90) days. Staff is expected to provide the client with a medical appointment, unless the client explicitly requests to do it his/her self. Staff shall ensure that the client attends the first medical visit and follow up with client if referral was not completed. <p>5.0 By 12/31/13, 100% of HIV positive clients who access services through this program will be referred to Partner Services (PS).</p>	<p>4.1 Review and revise, as needed a Linked Referral Plan to be included in the site specific QA Plan. Documentation should include, but not be limited to; the procedures to verify and document successful referrals to medical care, including the referring agency name, the name and contact information for person verifying the linked medical visit. Submit plan to DHSP for approval.</p> <p>4.2 Conduct Referral Counseling Session. Document referrals made on testing forms. Analyze results and report to DHSP.</p> <p>5.1 Document PS referrals and report to DHSP within 72 hours of testing session.</p>	<p>By 7/30/13 and ongoing</p> <p>7/01/13 and ongoing</p> <p>7/1/13 and ongoing</p>	<p>4.1 Documents will be kept on file and results documented in monthly reports to DHSP.</p> <p>4.2 Documents will be kept on file and results documented in monthly reports to DHSP.</p> <p>5.1 Documents will be kept on file and results documented in monthly reports to DHSP</p>